

# BID OPENING

CITY OF SAN JOSE  
OFFICE OF THE CITY CLERK

RECEIVED  
San Jose City Clerk

2010 MAR 25 P 2: 27  
City Clerk  
Time Stamp

TOTAL BASE BID 7,43,009.50

ALT NO. 1 \_\_\_\_\_

ALT NO. 2 \_\_\_\_\_

ALT NO. 3 \_\_\_\_\_

Alt No. 4 \_\_\_\_\_

Alt No. 5 \_\_\_\_\_

BID DATE: Thursday, March 25, 2010

Project Manager: Jesse Estolano – 793.4121

## University Avenue Sanitary Sewer Replacement

BIDDER NAME: J & M INC

Bond ☒ Cashier's Check \_\_\_\_\_

Addendums Included ( ) 1, 2

YES ☒ NO \_\_\_\_\_

Non-Collusion Affidavit

YES ☒ NO \_\_\_\_\_

## BIDDERS

March 19, 2010

Subject: Addendum 2 to the Plans and Specifications for University Avenue Sanitary Sewer Replacement

Page 7

## REVISED SCHEDULE OF QUANTITIES

PROJECT: UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT

CONTRACTOR: J.E.M., INC.

PROJECT I.D. 5509

ITEM NO.	SPEC. SECT.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1.a	5-2	Street Clean-Up (minimum of \$400 per day) (Revocable)	Day	30	\$400.00	\$12,000.00
1.b	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1.a above) (Revocable)	Day	30	\$5.00	\$150.00
2.	11-1	Mobilization	L.S.	1	\$35,472.00	\$35,472.00
3.	12-1	Traffic Control	L.S.	1	\$29,105.00	\$29,105.00
4.a	12-2	Police Officers (minimum of \$48.00/hour) (Revocable)	Hr.	100	\$48.00	\$4,800.00
4.b	12-2	Police Officers (Additional unit price above minimum price listed in Item No. 4.a above) (Revocable)	Hr.	100	\$2.00	\$200.00
5.	15-1.2	Additional Potholing Existing Utilities (Revocable)	Ea.	9	\$400.00	\$3,600.00
6.	15-2	Utility Conflict (Revocable)	F.A.	1	\$20,000.00	\$20,000.00
7.	25-1	Additional Backfill Material (Revocable)	Ton	95	\$15.50	\$1,472.50
8.	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	45	\$151.00	\$6,795.00
9.	81-2	Install Survey Monument	Ea.	3	\$950.00	\$2,850.00
10.	94-4	Emulsion Slurry Seal	S.F.	292,260	\$0.11	\$32,148.60
11.	1301-5	Geotextile (wrapped pipe)	L.F.	2,340	\$2.50	\$5,850.00
12.	1301-6	Bedding Stabilization Material (Revocable)	Ton	70	\$23.00	\$1,610.00
13.	1302-2	6-inch Dia. Extra Strength VCP	L.F.	2,160	\$117.00	\$252,720.00
14.	1302-3	Trench Sheet piling, Shoring, and Bracing	L.S.	1	\$10,757.00	\$10,757.00
15.	1302-5	Sanitary Sewer Lateral Verification (Revocable)	Ea.	21	\$110.00	\$2,310.00
16.	1302-6	Reconnect Existing Sanitary Sewer Lateral	Ea.	43	\$170.00	\$7,310.00
17.	1302-6	Replace/Extend 4-inch Sanitary Sewer Lateral (Revocable)	L.F.	200	\$125.00	\$25,000.00
18.	1302-6	Additional 4-inch Sanitary Sewer Lateral (Revocable)	F.A.	1	\$25,000.00	\$25,000.00
19.	1302-7	Standard Sanitary Sewer Cleanout (Revocable)	Ea.	25	\$570.00	\$14,250.00
20.	1305-1	New Standard Sanitary Sewer Manhole (D11)	Ea.	3	\$2,900.00	\$8,700.00
21.	1308-1	Cleaning and Inspection of Sanitary Sewer Laterals	Ea.	43	\$215.00	\$9,245.00
22.	1501-3.2	Trial Diversion (Revocable)	L.S.	1	\$2,580.00	\$2,580.00
23.	1501-3.2	Diversion and/or Pumping of Sewage Flows	L.S.	1	\$110,782.00	\$110,782.00
24.	1501-4	Existing Sewer Lateral Reinstatement	Ea.	148	\$54.00	\$7,992.00
25.	1501-6	Point Repair for 6-inch VCP (Revocable)	L.F.	200	\$180.00	\$36,000.00
26.	1501-7	Remove Manhole Rungs (Per Each Manhole)	Ea.	21	\$135.00	\$2,835.00
27.	1501-8	Cleaning and Inspection of Pipelines	L.F.	5,390	\$2.20	\$11,858.00
28.	1502-1.8	Installation of CIPP Liner in 6-inch VCP Sanitary Sewer	L.F.	5,390	\$20.00	\$107,800.00
29.	1503-9	Manhole Rehabilitation	Ea.	21	\$1,410.00	\$30,010.00
TOTAL						\$743,009.50

SEVEN HUNDRED FORTY THREE THOUSAND NINE DOLLARS  
AND FIFTY CENTS.

# NONCOLLUSION AFFIDAVIT

Project Title: **UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

MANUEL MARQUES

(print name)

, being first duly sworn, deposes and says that he/she is

the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on MARCH 11, 2010

JEM, INC.  
Legal Company Name

CORPORATION  
Indicate Type of Entity: Sole Proprietorship,  
Partnership (General/Limited Partners),  
Corporation, Joint Venture, etc.

City Business Lic. No.: 0793010309

Expiration Date: EXPIRED

State Contractor Lic. No.: 176709

Classification: A

Expiration Date: SEPTEMBER 30, 2011

Federal I. D. No.: 991419318

Address: 6700 NATIONAL DR.

LIVERMORE, CA 94580

By: Manuel Marques  
Title: MANUEL MARQUES - PRESIDENT

Telephone: (925) 724-0300

\*\*\*\*\*  
NOTARY SEE ATTACHED.

On \_\_\_\_\_ before me, \_\_\_\_\_, personally appeared  
(name and title of officer)

\_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

Notary Public

# CALIFORNIA JURAT WITH AFFIANT STATEMENT

- ☒ See Attached Document (Notary to cross out lines 1-6 below)  
☐ See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1  
2  
3  
4  
5  
6

Manuel Marques  
Signature of Document Signer No. 1

\_\_\_\_\_  
Signature of Document Signer No. 2 (if any)

State of California

County of Alameda

Subscribed and sworn to (or affirmed) before me on this

9 day of March, 2010, by  
Date Month Year

(1) Manuel Marques  
Name of Signer

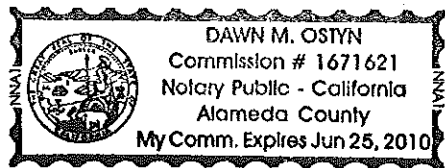
proved to me on the basis of satisfactory evidence  
be the person who appeared before me (.) (.)

(and

(2) \_\_\_\_\_  
Name of Signer

proved to me on the basis of satisfactory evidence  
be the person who appeared before me.)

Signature Dawn M. Ostyn  
Signature of Notary Public



Place Notary Seal Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Further Description of Any Attached Document

Title or Type of Document: Noncollusion Affidavit

Document Date: March 11, 2010 Number of Pages: 1

Signer(s) Other Than Named Above: None

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

## **BIDDER'S BOND**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, J & M, Inc. as PRINCIPAL, and The Guarantee Company of North America USA a corporation duly organized under the laws of the State of Michigan and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San Jose (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San Jose, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of ten percent of the amount bid----- DOLLARS (\$ 10%---).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San Jose, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San Jose, City Hall, 200 E. Santa Clara St., Wing 2nd Fl., San Jose, CA 95113, on ~~March 11, 2010~~ \* for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT. \*March 25, 2010

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Oblige and judgement is recovered, the Surety shall pay all costs incurred by the Oblige in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 12th  
day of March, 2010.


PRINCIPAL

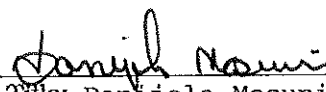
SURETY

J & M, Inc.  
Legal Company Name

The Guarantee  
Company of North America USA  
Legal Company Name

Corporation  
Indicate Type of Entity

By   
Title: MANUEL MARQUES  
PRESIDENT

By   
Title: Danijela Mosunic  
Attorney-In-Fact

By \_\_\_\_\_  
Title:

By \_\_\_\_\_  
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Santa Clara

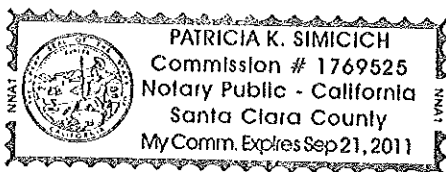
On March 12, 2010 before me, Patricia K. Simicich, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Danijela Mosunic

Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
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Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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OF SIGNER  
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# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

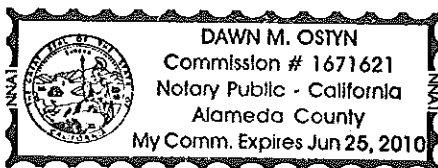
State of California

County of Alameda

On 3.15.10  
Date

before me, Dawn M. Ostyn (Notary Public)  
Here Insert Name and Title of the Officer

personally appeared Manuel Marques  
Name(s) of Signer(s)



who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Dawn M. Ostyn

Signature of Notary Public

Place Notary Seal and/or Stamp Above

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

### Description of Attached Document

Title or Type of Document: Bid Bond

Document Date: 3.12.10

Number of Pages: 1

Signer(s) Other Than Named Above: None

### Capacity(ies) Claimed by Signer(s)

Signer's Name: Manuel Marques

Signer's Name: \_\_\_\_\_

☒ Corporate Officer — Title(s): President

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Individual

☐ Individual

☐ Partner — ☐ Limited ☐ General

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Attorney in Fact

☐ Trustee

☐ Trustee

☐ Guardian or Conservator

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

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OF SIGNER  
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RIGHT THUMBPRINT  
OF SIGNER  
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# THE GUARANTEE COMPANY OF NORTH AMERICA USA

Southfield, Michigan

## POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

*Danijela Mosunio, Patricia Sinicich, Charles M. Griswold, Francis E. Cook  
Arthur J. Gallagher Risk Management Services - Cupertino*

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31<sup>st</sup> day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 31<sup>st</sup> day of December 2003, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th day of November, 2007.

THE GUARANTEE COMPANY OF NORTH AMERICA USA



STATE OF MICHIGAN  
County of Oakland

*Stephen Dullard*  
Stephen Dullard, Vice President

*Randall Musselman*  
Randall Musselman, Secretary

On this 13th day of November, 2007 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.



*Cynthia A. Takai*  
Notary Public, State of Michigan  
County of Oakland  
My Commission Expires February 27, 2012  
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

*Cynthia A. Takai*

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 12th day of March, 2010



*Randall Musselman*  
Randall Musselman, Secretary

March 10, 2010

**ADDENDUM NO. 1  
TO  
THE PLANS AND SPECIFICATIONS  
FOR  
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

**IMPORTANT**

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**INSTRUCTIONS:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

J.E.M., INC.  
Bidder's Name

Approved By:

Manuel Marques  
Signature and Title of Bidder  
**MANUEL MARQUES**  
**PRESIDENT**

T. Borden  
**TIMM BORDEN**  
Deputy Director of Public Works Department

MARCH 10, 2010  
Date

THIS ADDENDUM CONTAINS 2 PAGES



*Department of Public Works*

TRANSPORTATION AND HYDRAULICS SERVICES DIVISION

March 19, 2010

**ADDENDUM NO. 2  
TO  
THE PLANS AND SPECIFICATIONS  
FOR  
UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT**

Notice is hereby given that the following clarifications, revisions, additions and/or deletions are hereby made of, and incorporated into the Specifications for UNIVERSITY AVENUE SANITARY SEWER REPLACEMENT.

**IMPORTANT**

THIS ADDENDUM SHOULD BE ACKNOWLEDGED WHEN YOUR BID IS SUBMITTED. FAILURE TO ACKNOWLEDGE THE ADDENDUM MAY CONSTITUTE GROUNDS FOR REJECTION OF THE BID.

**INSTRUCTIONS:**

The bidder must sign this addendum in the space provided below and return one signed copy with the bid. Failure to return the signed copy with the bid document shall not relieve the bidder of the obligation to include this addendum in the bid proposal.

JEM, INC.  
Bidder's Name

Approved By:

Mmanuel Marques  
Signature and Title of Bidder  
**MANUEL MARQUES - PRESIDENT**

Tim Borden  
**TIMM BORDEN**  
Deputy Director of Public Works Department

MARCH 19, 2010  
Date

THIS ADDENDUM CONTAINS 7 PAGES